DOCUMENT RESUME

ED 145 776 HE 009 363

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TITLE Sabbatical, Personal, Maternity, and Sick Leave Policies. Collective Bargaining Perspectives, Volume 2, Number 10.
INSTITUTION West Virginia Univ., Morgantown. Dept. of Educational Administration.
PUB DATE Oct 77
NOTE 5p.
AVAILABLE FROM Department of Educational Administration, West Virginia University, Morgantown, WV 26506

EDRS PRICE MF-$0.83 HC-$1.67 Plus Postage.
DESCRIPTORS Adoption; *Collective Bargaining; *College Faculty; Contracts; Fringe Benefits; Higher Education; *Leave of Absence; *Negotiation Agreements; *Sabbatical Leaves; Teacher Salaries

ABSTRACT

While hiring and advancement considerations are of paramount importance to the faculty member as well as to the institution where collective bargaining agreements are negotiated each year, other employment conditions are accorded almost as much consideration. Allowances for leave follow closely on the heels of placement and promotion conditions in importance to the faculty member. Specifics on sabbatical leaves vary, but they may disallow earning money or graduate study for a terminal degree. However, a few institutions are liberal about the use of this time for faculty development activities. Most agreements now negotiated allow faculty to take personal leave for specified purposes without a reduction in pay. Most agreements also allow maternity leave either for having children or for adopting them, although the amount of leave varies. Sick leave is accumulated in a variety of ways with a wide range of allowable accumulation maximums. (MSE)

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COLLECTIVE BARGAINING PERSPECTIVES

Department of Education Administration

College of Human Resources and Education
West Virginia University

Volume 2 Number 10 October 1977

Harold I. Goodwin, Editor

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Sabbatical, Personal, Maternity, and Sick Leave Policies

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INTRODUCTION

While hiring and advancement considerations are of paramount importance to the faculty member as well as to the institution where collective bargaining agreements are negotiated each year, other employment conditions are accorded almost as much consideration. The allowances for leave, for example, follow closely on the heels of placement and promotion conditions in terms of importance to the faculty member. This *Perspective,* then, will describe the terms of such leave presently found in negotiated agreements for (1) sabbatical leave, (2) personal leave, (3) maternity leave, and (4) sick leave.

SABBATICAL LEAVE

Purpose

In general, agreements allow for the granting of sabbatical leave for the purpose of encouraging scholarly and professional achievement for the mutual benefit of the University or College and the faculty member. And, while most agreements contain clauses with wording as general as this, some are much more specific in describing which activities may and may not be allowed while the faculty member is on sabbatical. Many agreements, for example, disallow the pursuit of advanced graduate study toward the terminal degree; others will not allow the faculty member to be gainfully employed, unless the amount so earned is reported and deducted from the faculty member's salary at the granting institution. However, a few institutions are much more liberal in allowing a wide variety of activities to be pursued while a faculty member is on sabbatical leave. These approved activities include the following: (1) To complete the doctoral dissertation; (2) To do research and writing on any academic subject or to engage in any genre or creative writing; (3) To prepare a new course for the college by reading, traveling and study; (4) To accomplish a project of painting, music, or work in any of the arts that might lead to further professional development and recognition; (5) To undertake a specific research project; (6) To learn of or observe new or existing programs of methods of instruction, organization, etc. at other institutions; (7) To enroll in graduate studies; (8) To engage in planned travel in connection with one's academic or professional improvement; and (9) To enable faculty to obtain occupational experience or graduate credit for certification in an additional field.

Regardless of whether agreements are restrictive or liberal concerning the types of activities allowed for during the sabbatical period, virtually all institutions stipulated that "such leave shall not be regarded as a reward for service nor as a vacation or rest period occurring automatically at stated intervals."

Selection, Recommendation and Approval

In some agreements faculty apply for leave through the same channels as they would for any other request, with the request ultimately being approved or disapproved by the institutional president or provost. In other agreements a Sabbatical Leave Committee is constituted for review and recommendation of requests for sabbatical leave. This committee may be made up of the college or university senate members; it may also be made up of members selected or appointed from a variety of representative faculty groups. Usually the Provost is an ex-officio member of the committee. The functions of the committee include the following: (1) To evaluate all applications which the committee deems worthy of approval for sabbatical leaves; (2) To advise the Provost of its recommendations; and (3) To recommend to the various elements of the University or College any need for change in the sabbatical leave policy. The application for sabbatical leave usually includes the following information: (1) The factors in the applicant's background and experience which indicate the applicant's special aptitude for the projected program; (2) Justification for the presumption that the program will be successful; (3) The reasons why the projected program cannot be put into effect without a sabbatical leave; (4) Supporting letters from other faculty members or other appropriate individuals not necessarily associated with the institution; and (5) Background information concerning the applicant's previous professional or scholarly work, especially in the area of the proposed plan. While applications are generally evaluated and awarded on the basis of their soundness, integrity and quality, other factors may enter into the awarding process. For example, one agreement stipulated that faculty about to be retrenched would be given first priority in the awarding of sabbatical leave.

Conditions

There are a number of conditions, both pre and post, which must be met before a faculty member may be considered for sabbatical leave. Virtually all agreements require a service record of a specified length, usually six or seven years,

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before a faculty member becomes eligible for such leave. Further, once the sabbatical is completed, the faculty member must return to the granting institution for a specified period of time, usually one or two years. Failure to meet this latter condition usually requires repayment of the institutional salary paid to the faculty member while on leave. In fact, many agreements require the faculty member to sign a statement or promissory note to this effect before he or she actually goes on sabbatical. However, when an institution is experiencing retrenchment activities, and faculty scheduled for retrenchment have been given first preference for sabbatical leave, the requirement to return to service at the grantee institution is usually waived.

Many agreements also require that progress reports be filed while the faculty member is on sabbatical leave. If the sabbatical leave committee, the dean, or the president feels that the faculty member is not fulfilling the purpose for which the leave was granted, the faculty member may be recalled for an explanation, which, if found to be unsatisfactory, may result in the immediate termination of the sabbatical.

In some agreements, the awarding of sabbatical leave is also dependent on the availability of existing faculty to cover the academic load of the person going on leave.

In those rare cases where a faculty member has been granted a sabbatical leave and is then unable to use it, he/she may not become eligible for reconsideration until the length of time originally required for the initial consideration is served again.

A typical restriction placed on those receiving a sabbatical leave is that the faculty member may not be gainfully employed or provide teaching services for pay, unless those activities are an approved part of the sabbatical program. In those instances where these activities are not approved and for which the faculty member receives remuneration, most agreements require the repayment of that portion of the salary paid by the granting institution. However, most agreements do allow the faculty member to receive travel expenses, fellowships, grant-in-aid or other financial assistance from sources other than the granting institution provided he or she is not required to perform duties detrimental to the objectives for which the leave has been granted.

Length of Sabbatical Leave and Pay

Generally, most agreements allow full-pay for half-year sabbaticals and half-pay for full-year sabbaticals. Other agreements allow sabbaticals for varying academic periods with corresponding salary payment schedules. One agreement, for example, allowed payment of salaries according to the following schedule: (1) one quarter sabbatical—80 percent; (2) two quarters—70 percent; and (3) three quarters—60 percent. Another agreement based its compensation schedule on the number of consecutive years the faculty member had been employed at the institution: (1) after six years of employment—50 percent of salary; (2) after eight years of employment—60 percent of salary; and (3) after 10 years of employment—75 percent of salary. Other agreements called for payment of salary based on a percentage of the base salary, with a minimum payment—67 percent, minimum $7,000. The service requirements for sabbatical eligibility may also be based on quarters served in the institution or institutions in the same system; e.g., 4 percent of the basic salary per quarter, with a maximum of 18 quarters (72 percent) allowable. At least one agreement allowed for full salary payment for a full year sabbatical after the faculty member had completed 14 continuous years of service at the institution.

Limitations on the Number of Sabbaticals Granted

Limitations on the number of faculty who might be granted sabbaticals may be based on: (1) a percentage of total faculty employed (varying from one to 20 percent); (2) a specific number of faculty per unit (college, school, etc.); or (3) a specific number of leaves per each academic rank (one to three). Several agreements, however, allow for exceptions to such limitations, should conditions so warrant, upon approval by the appropriate administrator.

Retention of Rank and Benefits While on Sabbatical

Virtually all agreements allow the faculty member to accumulate benefits and service time while on sabbatical leave. The only occasional exception to this is the accumulation of annual and sick leave. Some agreements state that while the faculty member is on sabbatical, he may not accumulate additional sick or annual leave. Such exceptions, however, are found in a minority of aggrements. The majority of agreements allow the sabbatical to be credited as continuous service for continuing and career appointment policies, for retirement, vacation, sick leave, eligibility for promotion, and salary increases. Additionally, all health and other benefits generally continue in effect during the period of the leave.

It is worth noting here, perhaps, that even though sabbatical leave is of major concern to faculty, in some agreements the sabbatical leave policy is *not* subject to the grievance procedure.

PERSONAL LEAVE

Most agreements being negotiated today also contain policies which allow faculty to take personal leave without a reduction in pay. In general, personal leave is allowed for those activities which are not provided for in the institutional leave policy, but of which are of a more or less urgent nature and require that the faculty member be absent from work for a period of time, usually a day or two. Agreements call for the awarding of two to seven days of personal leave per year which may be taken for the following reasons: (1) Personal business which requires time away from regular duties; (2) Professional, religious, or family obligations which can't be met outside the regular school day; (3) court and legal hearings; (4) funerals of close friends or relatives not covered under sick leave; (5) sickness of children or spouse not covered under sick leave; (6) major moving which cannot be postponed or scheduled for a weekend; (7) extended routine physical examination requiring a full day; (8) any other kind of emergency or catastrophe which the faculty member or his/her family might experience.

Agreements may, however, place a variety of limitations on the taking of personal leave by faculty. Some of the more common limitations include the following: (1) personal leave may not be used for job interviews or other professional employment; (2) it may not be taken for recreational or general holiday purposes; (3) it may not be taken immediately prior to or after holiday periods; (4) it may not be taken consecutively, except under unusual circumstances, and then only with permission of the appro-

priate administrators; (5) it may require advanced permission in nonemergency cases; (6) it may not be taken on specific days stipulated by the agreement; e.g., commencement, grading day (grades are due at the Registrar's office), registration days; (7) it may not be taken unless the faculty member finds a replacement to cover his/her classes; (8) it may not be accumulated beyond the period in which it was granted; and (9) it may not be converted to cash if unused at the end of the granting period.

While all agreements specify the amount of personal leave a faculty member is allowed, most make provisions for the awarding of additional personal leave should circumstances so warrant and permission is granted by the appropriate administrator.

MATERNITY LEAVE

Most agreements allow faculty to take maternity leave, either for having children or for adopting them. Permission to take such leave requires that the faculty member make the request a specified amount of time before the leave is to be taken. This amount of time varies from agreement to agreement, and may range from several weeks notice to several months notice. The request for leave may also have to include a written statement from a doctor indicating the expected date of delivery and an opinion that the faculty member may safely continue in her employment. A plan for the beginning and termination of the leave may at that time be worked out between the faculty member and the appropriate administrator, taking into consideration the particular time factors which pertain to that particular situtation.

Maternity leave is taken without pay and, in many agreements, sick leave may not be applied toward such leave. Other agreements allow the employee to use any sick leave accululated up to that time. Under this arrangement, the faculty member may minimize the amount of time she is on maternity leave without pay.

Maternity leaves are usually granted for periods of six months or one year, or, in some agreements, are left up to the mutual determination of the faculty member and the department. Where authorized leave periods are specified, the faculty member may request an extension for up to one additional period without jeopardizing her position at the institution. Therefore, the faculty member is assured of being abie to return to her position upon completion of the initial approved leave period. Should she, on the other hand, receive approval to extend the basic leave period, she cannot expect, according to the conditions of the particular agreement, automatic assignment to her old position, but may have to wait until an opening occurs for which she is qualified.

When a faculty member on maternity leave determines that she can return to work, she must notify the president of the institution of that intention a specified period of time before her maternity leave is terminated.

In general, most agreements allow the faculty member to receive credit on the salary schedule for the period of time she is on maternity leave, except in those instances where an extension was granted which exceeded the normal leave period. While most fringe benefits continue to accrue while the faculty member is on maternity leave, sick leave and annual leave are not accruable during this period of time.

Agreements do not distinguish between married or unmarried faculty concerning the application of maternity leave policies.

SICK LEAVE

Accumulation Rate and Maximums

Sick leave is accumulated in a variety of ways with a wide range of allowable accumulation maximums, ranging from thirty days to unlimited. Agreements allow the accumulation of sick leave on the basis of: (1) a specified number of days at the beginning of each term for the academic year (10, 12, 13, 15 days); (2) a specific number of days for each month employed (1, 1¼, 1 1/3, 1½, 1 3/4 days); or (3) years of service (1 year—2 weeks, 2 years—3 weeks, etc.), or (1 year—11 days, 2 years—20 days, etc.).

Extended Illness

While agreements allow faculty to be paid in full for days of sick leave taken which do not exceed the maximum number of sick leave days accumulated, they may also allow for partial payment beyond the maximum in cases of extended illness. These payments are generally in the form of a sliding scale and are called for in those agreements which have stated maximums on sick leave accumulation. The typical agreement, for example, might allow an instructor's income to be paid at full rate for the first thirty days of sick leave, at 85 percent for the second thirty days, and 75 percent for the next thirty days. Most of these agreements, however, stipulated that such partial payment plans would be made only for a specified period of time, usually ninety days. At least one agreement did set up a sick leave schedule, based on years of service, which extended partial payment up to one year. Since this was an excepton to the general pattern, and was much more liberal than allowances found in other agreements, it is worth noting here in detail. The agreement stated that all full-time members of the bargaining unit shall be entitled to compensated sick leave in accordance with the following schedule:

Years of Service	Full Pay	75% Pay	50% Pay	25% Pay	Total Weeks of Compensated Sick Leave
0-1	2	—	—	—	2
1-2	3	1	1	1	6
2-3	4	2	2	2	10
3-4	5	3	3	3	14
4-5	6	4	4	4	18
5-6	7	5	5	5	22
6-7	8	6	6	6	26
7-8	9	7	7	7	30
8-9	10	8	8	8	34
9-10	11	9	9	9	38
10-11	12	10	10	10	42
11-12	13	11	11	11	46
12-13	14	12	12	12	50
13-14	15	12	12	12	51
14-	16	12	12	12	52

Should the extended illness extend beyond the compensated sick leave period many agreements allow the faculty member to: (1) go on a leave of absence without pay; (2) receive a reduction in pay for days missed; or (3) borrow sick leave from the next academic year.

Some agreements call for the establishment of a sick leave bank from which compensated sick leave may be drawn. Sick days are accumulated in the bank either from: (1) voluntary contributions by members of the bargaining unit, e.g., one day per year per faculty member; (2) any excess days of sick leave accumulated by faculty above the

individual maximum; or (3) by the governing board or administration on the basis of days per year per faculty member, e.g., 1.5 days per faculty member of the bargaining unit. Any member of the bargaining unit, then, can charge any sick leave time to the bank after he/she has exhausted his/her individual accumulation. Drawing such leave from the bank may be allowed for a maximum number of days or until long-term disability insurance becomes effective. Any unused sick leave still remaining in the bank at the end of the academic year may be accruable in the following years. In those cases where the bank is exhausted, some agreements allow for the replenishing of the bank by assessing faculty additional days. In those aggrements where the sick leave bank is established by the governing board or administration, the bank is not replenished when it is exhausted.

In virtually all cases of prolonged illness, whether compensated for or not, the faculty member is required to provide medical proof, usually in the form of a physician's statement.

Unused sick leave may or may not be reimbursed upon termination or retirement by the faculty member. When such reimbursement is allowed, there are limitations and conditions which must be met. In some cases, a certain number of years at the institution must be accumulated before payment is allowed. In other cases, such payment is made only if the faculty member dies. In pratically all cases, there is a maximum on the days of unused sick leave for which a faculty member can be reimbursed and the reimbursement rate is usually at a percentage of the faculty member's salary—20 percent, 25 percent, 40 percent.

Reasons for Granting Sick Leave

Most agreements allow the taking of sick leave for the following reasons: (1) sickness or injury; (2) serious illness in the immediate family, requiring care and attendance of the employee; (3) quarantine regulations; (4) medical or dental visits; and (5) diagnostic examinations. At least one agreement allowed faculty to use sick days for *personal leave* as well by stating specifically that sick leave could be taken for the following reasons: (1) required attendance at a court proceeding; (2) required attendance at a legal proceeding for the purchase or sale of a home in which the faculty member will reside; (3) absence due to summoning by a governmental agency, such as the Internal Revenue Service or the draft board; (4) absence related to a legal proceeding involving adoption of a child by the faculty member; (5) absence due to attendance at a funeral of a close friend, relative, or fellow teacher; (6) absence due to travel involved in funeral attendance; (7) religious holidays; (8) absence to attend high school or higher education graduation of a son or daughter; and (9) other emergenices of a reasonable nature.

SUMMARY

Close analysis of existing agreements reveals that leave policies are indeed a very important component of the total collective bargaining package. Leave policies are dealt with in great detail and considerable coverage is accorded them in agreements being negotiated today. While there are wide variances in the leave allowances in these agreements, there are also many similarities. It is worth noting, though, some of the striking aspects about leave policy statements found in negotiated agreements: (1) Even though sabbatical leave is an important component of the overall leave policy in agreements, not all agreements allow it to be subject to the grievance procedure; (2) Men as well as women may be eligible for maternity leave; (3) Agreements do not differentiate between married and unmarried women in determining maternity leave elgibility; and (4) at least one agreement allowed sick leave to be used for a wide variety of personal leave absences.

Collective Bargaining Perspectives, a monthly publication of the Department of Education Administration, College of Human Resources and Education, West Virginia University, is intended to be a means to distribute information about the union-management contractual conditions which affect the nature of higher education institutions. The information contained in this publication is extracted from an extensive collection of contracts maintained by the Department.